



MY YACHTWEEK GENERAL CHARTER TERMS & CONDITIONS (GTC)

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I. Contracting Parties and Scope

These terms govern the contractual relationship between the Charter Company and the Charterer concerning the temporary use of a yacht, including its equipment and inventory.

For the purposes of these GTC, “Charter Company” refers to MY YACHTWEEK SL acting as commercial charter operator.

These GTC apply to charters of the yacht “MY ONE”. Depending on the booking confirmation, the charter begins and ends in Cagliari (Sardinia, Italy) or in Palma de Mallorca (Balearic Islands, Spain) (“base port”). The base port and cruising area are set out in the booking confirmation.

MY ONE is chartered exclusively with a professional skipper provided by the Charter Company (Skipped Charter). Charters without a skipper (bareboat) are not offered.

In case of contradictions, the booking confirmation and charter contract prevail over these GTC.

The Charter Company may operate the yacht either as the legal owner or as an authorised charter manager acting on behalf of the legal owner of the yacht.

Upon booking confirmation and payment of the deposit, the Charterer acknowledges and accepts these terms.

Brokers or agencies act exclusively on behalf and by order of the Charter Company and assume no personal liability under this contract.

II. Charter Price and Scope of Services

The charter price includes the use of the yacht during the agreed charter period, all equipment listed in the inventory, and statutory liability and hull insurance.

Included: normal wear and tear, maintenance, and provision at the base port.

Insurance coverage exists exclusively for the benefit of the Charter Company and does not limit, replace, or reduce the Charterer’s contractual or statutory liability as defined in Section VII of these GTC.

Not included are:

- Fuel, final cleaning,
- Mooring and harbour fees outside the base port,
- Fees for national parks, bridges, locks or customs,
- The skipper (see below) and optional extras such as hostess or catering.

All additional services must be agreed separately and confirmed in writing in the booking confirmation.

The skipper is not included in the charter price. A skipper is mandatory for every charter and is charged separately. The skipper fee is stated before booking and is included in the total price in the booking confirmation.

Taxes and VAT:

Charter services are subject to the Value Added Tax (VAT) of the country in which the yacht is made available (Italy or Spain), in accordance with the applicable national and EU tax law.

All prices are final prices including the applicable VAT.

III. Payments

Upon signing the contract, the specified deposit becomes due.

The balance payment must be received by the agreed deadline prior to the start of the charter.

If payment is not received in time, the Charter Company is entitled, after issuing a reminder, to withdraw from the contract and re-let the yacht.

In this case, the cancellation conditions in Section IX apply.

If the balance payment is not credited to the Charter Company's account no later than four (4) weeks before the start of the charter, this shall constitute default.

The Charter Company is then entitled, after unsuccessful reminder, to withdraw from the contract and re-let the yacht.

The cancellation conditions under Section IX shall apply.

IV. Handover of the Yacht

The Charter Company shall provide the yacht with skipper at the agreed time in a seaworthy and operational condition, with full fuel tanks and complete equipment.

At the start, the skipper gives a safety briefing and a joint handover report is prepared.

Minor deviations or defects that do not materially impair usability do not entitle the Charterer to refuse acceptance.

If the yacht is not operational, the Charter Company may, within 24 hours, provide an equivalent replacement yacht.

If this is not possible, the Charterer is entitled to a proportional refund of the charter fee or withdrawal from the contract.

V. Return of the Yacht

The charter ends at the agreed place and time. The return voyage is planned by the skipper. If the return is delayed for reasons not attributable to the Charterer, for example due to weather, the Charterer incurs no additional costs as a result.

A joint return report shall be prepared upon redelivery; any damage or missing items will be recorded therein.

VI. Role of the Skipper and Duties of the Charterer

The professional skipper provided by the Charter Company operates the yacht. In accordance with the maritime law of the cruising area, the skipper is responsible for nautical command, navigation, and safety of the yacht and has overriding authority in all nautical and safety-related matters.

Instructions by the Charterer or guests that contradict good seamanship, safety regulations, weather conditions, or legal requirements must be refused by the skipper.

The Charterer and guests must follow the skipper's instructions.

The Charterer and guests must handle the yacht and its equipment carefully.

Any damage, loss, or exceptional incident must be reported to the skipper immediately.

The yacht may only be used for private leisure cruising.

The maximum number of persons permitted on board the yacht, including skipper and crew, is twelve (12) at all times, whether the yacht is navigating, at anchor, or moored.

This limit is based on the yacht's official registration, safety, and certification documents and may not be exceeded under any circumstances.

Any exceedance constitutes a material breach of contract, results in the immediate loss of insurance coverage, and, where caused by the Charterer, renders the Charterer fully liable for all resulting damages, costs, fines, and consequences.

The Charterer and guests shall observe the rules applicable on board, in particular regarding environmental protection, waste disposal, and marine protected areas (e.g. Aree Marine Protette in Italy, marine reserves and Posidonia seagrass meadows in the Balearic Islands).

Any fines, penalties, administrative fees, damages, or costs imposed by authorities or third parties as a result of the conduct of the Charterer or guests during the charter period shall be borne by the Charterer. Where they result from the operation of the yacht by the skipper, they shall be borne by the Charter Company.

The Charter Company is entitled to charge such amounts against the security deposit or to invoice them separately.

VII. Liability of the Charterer

The Charterer is liable for all damage caused by wilful or negligent actions of themselves or any persons on board acting under the Charterer's responsibility.

The Charterer shall not be liable for damages resulting from nautical decisions made by the skipper, unless the Charterer has expressly insisted on a specific action against the skipper's professional advice.

In cases of slight negligence, the Charterer's liability is limited to the amount of the Security Deposit. This also applies to damages caused by guests on board.

This limitation does not apply to damages caused by gross negligence or wilful misconduct, nor to cases where the Charterer has overridden the skipper's professional judgement.

In cases of gross negligence or intent, the Charterer is fully liable without limitation—even beyond the deposit or charter price.

The Charterer is particularly liable for:

- all material and financial damage,
- repair and salvage costs,
- loss-of-use costs and missed follow-up charters,
- possible recourse claims by insurers or third parties (e.g. marina operators, authorities).

If damage caused by the Charterer or their guests renders the yacht unserviceable for subsequent charters or the current season, the Charterer is liable for the resulting loss of use and all consequential costs in full.

The Charterer's liability may exceed the current market value of the yacht.

VIII. Storms, Weather Events and Force Majeure

Damage due to storms is considered force majeure only if unavoidable despite proper navigation and observance of official weather warnings.

Whether to sail or seek shelter in the event of weather warnings is decided by the skipper. Weather-related changes of route or days in harbour do not give rise to a refund.

This Section VIII applies exclusively to events occurring during the charter period. Contractual force majeure events affecting performance outside the charter period are governed by Section XV.

IX. Cancellation by the Charterer

As the charter is a leisure service for a specific date or period, the Charterer has no statutory right of withdrawal; the cancellation terms in this Section IX apply.

If the Charterer withdraws from the contract, the following cancellation fees apply:

- 60 days or more before charter start: 10 % of charter price
- 59 – 31 days before charter start: 50 % of charter price

- 30 days or less before charter start / no-show: 100 % of charter price

The date the Charter Company receives the cancellation notice is decisive.

The Charter Company will make reasonable efforts to re-let the yacht for the cancelled period. If the yacht is re-let, the proceeds, less the costs of re-letting, will be credited against the cancellation fee and any excess already paid will be refunded. A minimum fee of 10 % of the charter price remains due in any case.

The Charterer may prove that no loss or a lower loss was incurred.

A replacement charterer may be proposed (subject to the Charter Company's approval).

It is recommended to take out travel / charter cancellation insurance upon booking.

X. Security Deposit

The deposit secures all claims of the Charter Company arising from this contract, including damages, losses, contractual breaches, fines, or loss of use due to culpable damage.

Details of insurance (liability, hull, deductible, exclusions) are set out in Section XI (Insurance).

The Security Deposit amounts to EUR 2,000.

1. Charterers residing within the European Union:

Deposit may be made

- by credit card (pre-authorisation or charge), or
- by bank transfer at least seven (7) working days before the charter start.

The value date on the Charter Company's account is decisive. Any bank or transfer fees shall be borne by the Charterer;

payments must be made free of charges for the recipient.

2. Charterers residing outside the European Union:

Deposit must be made exclusively

- by bank transfer at least seven (7) calendar days before the charter start.

The value date on the Charter Company's account is decisive. Any bank or transfer fees shall be borne by the Charterer;

payments must be made free of charges for the recipient.

Cash or credit card payments are not accepted in such cases.

3. Due Date and Handover Condition:

For bank transfers, the full amount must be credited to the Charter Company's account no later than at check-in.

A payment confirmation alone does not constitute receipt of funds.

Until full payment is received, the yacht cannot be handed over; check-in is postponed accordingly.

Payment delays not attributable to the Charter Company do not entitle the Charterer to damages, compensation, or reimbursement of travel costs or lost holiday enjoyment.

4. Use and Refund:

The Charter Company may apply the deposit to cover outstanding claims, damages, or contractual breaches.

For credit card payments (EU Charterers), the Charter Company may charge a pre-authorisation partially or fully in case of damage.

After proper return and settlement of all claims, the deposit or remaining balance is refunded within 14 days.

Refund of the deposit is at the Charterer's expense; any bank, transfer, or foreign-exchange fees (especially outside the SEPA area) will be deducted.

Refunds are made only to an account in the Charterer's name as stated in the contract.

No interest is paid.

XI. Insurance

The yacht is covered by third-party liability and hull insurance.

The hull insurance deductible is as defined in the insurance policy and may be higher than the Security Deposit.

Exclusions: gross negligence, wilful misconduct, alcohol or narcotics, and breaches of policy conditions are not covered.

Personal effects of the Charterer are not insured.

The Charter Company may take out loss-of-hire insurance for subsequent charters; this does not reduce the Charterer's liability.

The applicable insurance terms and conditions can be inspected upon request before the start of the charter.

XII. Repairs and Technical Defects

Technical issues during the charter are dealt with by the skipper or the Charter Company.

If the yacht becomes unavailable for more than 24 hours due to technical defects not caused by the Charterer, the charter fee will be refunded pro rata.

XIII. Accidents and Casualties

In the event of accidents, fire, theft, or other incidents, the Charterer and guests shall inform the skipper immediately and assist in recording the damage. The skipper informs the Charter Company and the authorities.

XIV. Withdrawal by the Charter Company

The Charter Company may cancel the charter before commencement if:

- full payment of the agreed amounts is not credited to the Charter Company's account in due time;
- performance of the charter is impossible or unreasonable for the Charter Company due to force majeure, safety risks, technical defects, official orders, necessary yard or maintenance work, or for other reasons (e.g., as a result of an accident, damage, or an operational relocation of the yacht to another cruising area).

In the first case above (payment default), the Charter Company may withdraw and re-let the yacht. Amounts already paid may be retained in accordance with the cancellation terms (Section IX of the GTC and Section VI of the Contract). Any proceeds from substitute chartering will be credited to reduce the loss.

If the charter cannot take place in the agreed period or area for operational, technical, or organisational reasons—especially due to damage, repairs, accident, yard stay, or an operational relocation of the yacht—all amounts paid to the Charter Company will be refunded in full, less any broker's commission already due and definitively paid to the broker/agency.

This applies irrespective of whether payments were made directly by the Charterer or via a broker/agency.

The Charterer acknowledges that broker or agency commissions constitute independent third-party claims and are not refundable by the Charter Company under any circumstances.

In all of the foregoing cases, the Charter Company may withdraw. The Charter Company is liable for damages only if the withdrawal is due to the Charter Company's intent or gross negligence. Liability for loss of holiday enjoyment as well as for indirect or purely consequential losses of the Charterer (such as travel, flight, and hotel costs) is excluded. Liability for personal injury and mandatory statutory consumer rights remain unaffected.

XV. Force Majeure

In cases such as natural disasters, war, pandemics, or official closures, neither the Charter Company nor the Charterer shall be liable. Amounts already paid may, at the Charterer's choice, be credited towards alternative dates or refunded pro rata.

Claims for damages, reimbursement of ancillary costs, or loss of holiday enjoyment are excluded in cases of force majeure.

XVI. Data Protection

Personal data are processed exclusively for contract performance in accordance with the GDPR (EU 2016/679).

Data are not shared with third parties except with authorities, insurers, or service providers where necessary to perform the contract.

Controller: MY YACHTWEEK SL, Paseo del Borne 14, 07012 Palma de Mallorca, Spain.

XVII. Governing Law and Jurisdiction

Charters beginning in Italy are governed by the law of the Italian Republic; charters beginning in Spain are governed by the law of the Kingdom of Spain.

Subject to mandatory consumer protection provisions under applicable EU law, the place of jurisdiction shall be Palma de Mallorca, Spain.

Nothing in this clause shall limit the Charterer's right, where applicable, to bring proceedings before the courts of their habitual residence pursuant to Regulation (EU) No 1215/2012 (Brussels Ia).

XVIII. Final Provisions

Side agreements require text form (e.g., email); this also applies to any change to this form requirement.

Should any provision be or become invalid, the validity of the remaining provisions shall not be affected.

Contract language is English; in the event of translations, the English version shall prevail.

By signing the Charter Contract, the Charterer acknowledges these General Charter Conditions as binding.

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